

CONTRACT BETWEEN _____ AND THE CITY OF DURHAM REGARDING
INCENTIVES FOR CAPITAL INVESTMENT OUTSIDE THE COMMUNITY DEVELOPMENT AREA
WITHIN THE CITY LIMITS

THIS CONTRACT ("Contract" or "Agreement") is dated, made, and entered into as of the _____ day of _____, 2013, by the City of Durham ("City") and _____. ("Contractor" or "Company"), a corporation organized and existing under the laws of the _____ and authorized to transact business in the State of North Carolina, and the City of Durham (the "City"), a North Carolina municipal corporation.

Background and Purpose. _____ produces engines and parts for the airline industry. The Company plans to build or retrofit a state of the art manufacturing facilities to begin production of new engine parts for the airline industry (the "Project"). As currently proposed, this manufacturing would be done in 3 existing NC facilities that would be retrofitted. Assembly of the manufactured parts would occur in Durham. The capital investment to be made by the Company falls within the category of investment stipulated in the "Resolution Establishing an Economic Development Financial Assistance and Incentive Policy for Job Creation, Job Retention and Capital Investment" adopted by City Council on April 4, 2011. Through adoption of the Resolution, the City finds that the use of City funds to promote capital investment will increase taxable property and the business prospects of the City of Durham. The Company represents the incentives proposed by this Agreement constitute a bonafide inducement for the Company to relocate and/or remain in the City of Durham, without which inducements the Company would be less likely to relocate and/or remain in the City.

By authorizing the execution of this Contract, the City Council of the City of Durham finds (i) that in order to aid and encourage capital investment and the creation of quality jobs in the city, it is necessary and desirable to provide an incentive to _____ for making capital investments and creating 50 jobs outside the Community Development Area, but inside the corporate limits of the City of Durham (as defined by the Durham City/County Planning Department on the date of the Contract), (ii) that the proposed expansion by the Company is a qualified business for capital investment outside the CDA as defined by the Resolution and increases the business prospects and supports the taxable property of the City, contributes significantly to economic conditions in Durham, provides workers with continuing employment opportunities, diversifies the local economy, and results in a substantial number of jobs that pay at or above the livable wage in the City, and (iii) that this Contract otherwise complies with the Resolution.

THEREFORE, IT IS AGREED AS FOLLOWS:

Sec. 1. Definitions.

(a) "Capital Investment" – property improvements required for the Project that as defined under Section 3 of the Resolution, including the requirement that all qualifying property improvements be subject to City and County property taxes from the time when the Capital Investment is installed or constructed and continuing until the final incentive payment by the City is made.

(b) "Capital Investment Completion Date" – the date upon which the Company evidences it completes the installation or construction of the minimum Capital Investment as described in Section 2(a) below.

(c) "Community Development Area" or "CDA" –the geographic area identified on the City map entitled "The Durham Community Development Area, Targeted Community Development Areas and the Parrish Street Project Area", dated December 21, 2006;

(d) "Contract End Date" –the last possible effective day of the life of the Contract, except for termination for other cause.

(e) "Qualified Job" –full-time permanent positions filled by employees that Contractor has in its employ as of the date of its physical relocation to the City, plus additional full-time, permanent positions

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filled by employees that are created after the date of relocation and maintained for at least 1-year after creation, which pay a salary equal to or greater than the City's livable wage rate (pursuant to Section 18-23 of the City Code), , and which are evidenced by the Contractor's employment insurance filings with the North Carolina Department of Commerce Division of Employment Security and documentation as necessary to establish such positions and employment for the applicable duration. If the Company is already located in the City of Durham, any Company positions filled by employees and already existing in the City of Durham prior to the execution of this Agreement shall not be counted as Qualified Jobs. So long as the Company relocates, creates and retains a position to the extent required hereunder, the Company may replace the employee filling such position from time to time in Company's discretion. For all such positions and employment created after the date of Contractor's relocation, such jobs shall be posted with the Durham JobLink Career Center. Except for the business travel requirements of Company, a Qualified Job under this Contract shall require that the employee holding such job shall spend a majority of his or her working time in the ordinary course of employment outside the CDA inside the corporate City limits.

Sec. 2. Required Capital Investment and Job Creation The City agrees to pay Company up to a total of \$400,000 in incentive payments in five (5) equal payments of \$80,000.00 ("City Incentive Payments") in accordance with the schedule provided under Section 3 below, conditioned upon the Company meeting the following requirements:

(a) Minimum Capital Investment -- the Company shall complete the installation or construction of at least \$24,000,000.00 in Capital Investment within three (3) years of City Council Approval of this Agreement. Completion of the minimum Capital Investment shall be evidenced by the following:

- (i) (Certificate of Compliance) -- issuance of a certificate of compliance (sometimes referred to as a Certificate of Occupancy) from the Durham City-County Inspections Department allowing occupancy or use of the facility in which the minimum Capital Investment was made; and
- (iii) (Accounting) -- Company shall provide to the City a full and accurate accounting of Capital Investment expenditures with such detail as the City may reasonably require to verify that such expenditures qualify as Capital Investment; and,
- (iii) (Certification) -- If required by the City, Company shall deliver to the City a written certification, in such form as the City reasonably requires, that the Company has satisfied all applicable requirements of this Agreement.

(b) Job Creation Requirements -- the Company shall create at least 50 Qualified Jobs within five (5) years of completion of the Capital Investment as described in Section 2 (a) above. Company shall create a annual the minimum average number of Qualified Jobs as specified in Section 3 below to maintain eligibility for each City Incentive Payment. Creation of each Qualified Job is conditioned upon the following:

- (i) (Workforce Agreement) -- Upon execution of this Agreement, the Company shall complete and return the document entitled "Workforce Agreement" (attached hereto as Attachment A) and comply with its provisions.
- (ii) (Employment Records) -- For each Qualified Job, Company shall provide to the City a certified copy of the Company's employment insurance filings with the North Carolina Department of Commerce Division of Employment Security, and any other documentation or evidence as the City reasonably requires to verify the creation of a Qualified Job as defined by this Agreement.
- (iii) (Healthcare Coverage) --For each Qualified Job, Company shall maintain, at a minimum, the same level of health care benefits or better to its employees throughout the term of this Contract that it provides at the time of first creating the Qualified Job.

Sec. 3. City Incentive Payment Schedule. The Company's entitlement to each payment from the City under this Agreement is conditioned upon the Company sending an invoice to the City for each

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payment requested that documents Capital Investment and Qualified Jobs pursuant to this Agreement. By complying with the requirements of Section 2 above and all other applicable provisions of this Agreement, the Company shall be eligible to receive the City Incentive Payments according to the following schedule:

<u>INCENTIVE PAYMENT YEAR</u>	<u>CITY INCENTIVE PAYMENT AMOUNT</u>	<u>PAYMENT CONDITION</u>	<u>EARLIEST TIMING OF PAYMENT</u>
<u>YEAR 1</u>	<u>\$80,000.00</u>	<u>Completion of minimum Capital Investment pursuant to Section 2(a).</u>	<u>Within 60 days after January 1 of the year of completion of payment condition for Year 1.</u>
<u>YEAR 2</u>	<u>\$80,000.00</u>	<u>Creation of at least 10 Qualified Jobs from the Capital Investment Completion Date pursuant to Section 2(b).</u>	<u>Within 60 days after completion of payment condition for Year 2 but not earlier than the 1-year anniversary for City Incentive Payment for Year 1.</u>
<u>YEAR 3</u>	<u>\$80,000.00</u>	<u>Creation of at least 20* Qualified Jobs since the Capital Investment Completion Date.</u>	<u>Within 60 days after completion of payment condition for Year 3 but not earlier than the 1-year anniversary for City Incentive Payment for Year 2.</u>
<u>YEAR 4</u>	<u>\$80,000.00</u>	<u>Creation of at least 30* Qualified Jobs since the Capital Investment Completion Date.</u>	<u>Within 60 days after completion of payment condition for Year 4 but not earlier than the 1-year anniversary for City Incentive Payment for Year 3.</u>
<u>YEAR 5</u>	<u>\$80,000.00</u>	<u>Creation of at least 50* Qualified Jobs since the Capital Investment Completion Date.</u>	<u>Within 60 days after completion of payment condition for Year 5 but not earlier than the 1-year anniversary for City Incentive Payment for Year 4.</u>

* The specified number of Qualified Jobs includes all Qualified Jobs created in prior years. For example, if in Year 1, Company creates 15 Qualified Jobs and in Year 2 Company creates 7 new Qualified Jobs, it has created 22 Qualified Jobs since the Capital Investment Date, which is more than 20 Qualified Jobs.

Sec 4. Job Posting Requirements. Company shall provide the Durham JobLink Center with job descriptions via email for all positions that, if filled, would qualify as Qualified Jobs. Notifications of when positions are closed will be forwarded via email by the Company to the Durham JobLink Center. In addition, Company shall deliver to the City a quarterly report within 45 days after the close of the preceding calendar quarter that reflects the following information for the immediately preceding quarter: (1) Number of job openings during the quarter; (2) Number of job referrals received by email from the Durham JobLink Career Center; (3) Number of referrals emailed from the Durham JobLink Center that were interviewed; (4) Number of hires from the Durham JobLink Center referrals; (5) Feedback in the form of general comments on referrals (not specific individuals) from the Durham JobLink Center. Feedback will be utilized for the benefit of the Durham JobLink Center to improve referral base and better prepare jobseekers.

Sec. 5. Contract End Date. Time of the Essence. Notwithstanding any other termination provision contained in this Contract, the City shall have no obligation to, and shall not, make any payment to the Company pursuant to this Agreement after December 31, 2022, upon which time the Contract shall terminate, if not terminated earlier. Time is of the essence with respect to all provisions of this Contract.

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Addresses. The payments by the City pursuant to this Agreement shall be mailed to:

???????

Or to such other address as the Company may specify by written notice to the City. When a notice is required or permitted by this Contract, it shall be given by written notice to the City by delivery to:

Mr. Kevin Dick
Director - Office of Economic and Workforce Development
City of Durham
302 E. Pettigrew St., Suite 190
Durham, North Carolina 27701

and to the Company by delivery to:

???????

Either party may change the address by giving notice of the change to the other party.

Sec. 6. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 7. EEO Provisions. During the performance of this Agreement the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every subcontract related to this Contract so that these EEO provisions will be binding upon such subcontractors and vendors.

Sec. 8. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

Sec. 9. Default. Termination. Clawback Provision.

(a) If the Company fails to fulfill any of its material obligations under the Contract, the City may hold the Company in default and terminate this Agreement and make no further payments to Company.

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(b) If, however, any required certification or representation made by the Company is materially false when made and known to be false by the Company, the City may hold the Company in default and (i) terminate this Agreement and make no further payments to Company and (ii) recover all prior payments, and reasonable direct expenses incurred by the City including reasonable attorneys fees for the alleged, falsified Capital Investment or Qualified Jobs. If, after removing said falsely represented Capital Investment or Qualified Jobs from the level of Capital Investment or Qualified Jobs required by the Contract, the Company fails to meet the thresholds required under this Agreement, , the Company shall reimburse the City all prior payments made during that relevant period. If the Company does not deliver to the City the certification(s) and information required under Section 2 above, and does not seek payment under Sections 2, the Company shall not be considered in default for failing to deliver the certification. The aforementioned clawback requirement is intended to apply only in the case where the Company has knowingly provided such materially false certification.

(c) In the event the Company shall fail to meet certain target numbers for the creation, relocation or retention of Qualified Jobs and (i) such failure is due to general economic conditions and (ii) the Company has otherwise previously qualified for certain payments hereunder, the City and the Company agree to enter into good faith negotiations to amend this Contract (with City Council approval, if necessary) in order to preserve the economic benefits and incentives created by this Agreement.

Sec. 10. Agreement Subject to Resolution. This Agreement is made pursuant to the Resolution, and is subject to the procedures, limitations, and restrictions set forth therein.

Sec. 11. Attachments. The following attachments are made a part of this Contract:
Attachment A, "Workforce Agreement," containing 3 pages.

In case of conflict between an attachment and the text of this Contract excluding the attachment, the text of this Contract shall control.

Sec. 12 Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Contractor that may arise out of this Agreement. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item. "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract. (d) Survival. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Contract for three (3) years following such expiration or termination. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees. Notwithstanding the foregoing, in no event shall Contractor be liable to Indemnitees hereunder to the extent of any negligence on the part of any Indemintees or for any consequential, special or indirect damages.

Sec. 13. Choice of Law and Forum. This Contract shall be deemed made in Durham County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor

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removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Sec. 14. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Sec. 15. Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Sec. 16. Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

Sec. 17. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Sec. 18. Compliance with Law. In performing all of its obligations under the Contract, the Contractor shall comply with all applicable laws.

Sec. 19. No Third Party Rights Created. This Contract is strictly intended for the benefit of the City and the Contractor and not any other third party, person or entity. Nor shall any contractual or other rights of any kind arise under law as to any such third parties, persons or entities as to this Contract.

Sec. 20. Principles of Interpretation and Definitions. In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this Contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

Sec. 21. Modifications. Entire Contract. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire Agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, Contracts, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

Sec. 22. City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this Contract or the Contractor's services under this Contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 23. No Joint Venture. Nothing in this Contract shall create a joint venture or partnership

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between the City and the Company.

IN WITNESS WHEREOF, the City and the Contractor have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

By: _____

Preaudit certificate

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COMPANY NAME

By: _____

Title of officer: _____

(Affix corporate seal.)

State of _____
County of _____

ACKNOWLEDGEMENT BY

I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of _____, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing Contract with the City of Durham and the corporate seal was affixed thereto. This the _____ day of _____, 20_____.

My commission expires:

Notary Public

Attachment A

WORKFORCE DEVELOPMENT PLAN

This Workforce Development Plan (the “Plan”) is between the Durham JobLink, and _____, hereinafter, referred to as BUSINESS. The Plan is being entered into in connection with that certain Contract between BUSINESS and the City of Durham Regarding Incentives for Capital Investment Outside the Community Development Area Within the City Limits dated _____ (the “Contract”). Defined terms used but not defined herein shall have the meanings ascribed thereto as provided in the Contract.

The purpose of this Plan is to create a partnership between the Durham JobLink and the BUSINESS in which the BUSINESS will utilize the Durham JobLink as a primary source for recruitment and referral to maximize the placement of Durham residents for as many of the new jobs created by this project as practical. The BUSINESS has no obligation to hire referred candidates from the Durham JobLink.

The intent of Durham JobLink is to prepare Durham residents for the jobs made available by Durham and Triangle companies. Therefore, when public funds are invested into job growth projects, the City of Durham and County wish to maximize the number of Durham residents who obtain those jobs by working closely with the business to understand the job qualifications needed and to identify Durham residents in the Durham JobLink system who match these qualifications.

The Durham JobLink’s goal is to have the BUSINESS value the Durham JobLink as a productive source of qualified candidates. It is the intent of the Durham JobLink to carefully screen individuals for the appropriate skill sets for prospective positions and to refer candidates that meet the knowledge, skills and abilities of those positions. It is also the intent of the Durham JobLink to carefully understand the goals and objectives of the business and to articulate those to the perspective employee to help ensure a good match.

Durham JobLink services are provided to the BUSINESS on a prepaid basis by revenue generated through taxes.

I. GENERAL TERMS

- A. The BUSINESS will provide the Durham JobLink with job descriptions via email for all positions that, if filled, would qualify as Qualified Jobs. Notifications of when positions are closed will be forwarded via email by the BUSINESS to the Durham JobLink.
- B. Durham JobLink will provide recruitment, referral and placement services to the BUSINESS subject to the limitations set out in this Plan. This agreement does not preclude the BUSINESS from using other sources to conduct recruitment, referral and placement activities.
- C. Durham JobLink participation in this Plan will be carried out by the Durham JobLink Manager, Business Services Manager and Durham JobLink staff and contractors who are responsible for referral and placement of employees.
- D. This Plan shall take effect when signed by the parties below and shall be fully effective for the term in which BUSINESS has to create and fill the Qualified Jobs to qualify for the Qualified Jobs Incentive Payments as provided in the Contract, and any extensions or modifications to that period in the Contract.

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- E. Durham JobLink and BUSINESS agree that for purposes of this Plan, new hires and jobs created include all BUSINESS' job openings and vacancies in the County of Durham including those created as a result of internal promotions, terminations, and expansions of BUSINESS' workforce, as a result of this project.
- F. This Plan is made only in conjunction with the Contract and shall not be construed as an approval of any BUSINESS bid package, bond application, and lease agreement, zoning application, loan, incentive proposal or contract/subcontract.

II. RECRUITMENT

- A. The Durham JobLink will screen jobseekers according to the position qualifications as listed on the job descriptions provided by the BUSINESS via email.
- B. The Durham JobLink will make every reasonable effort to implement cost-savings incentives such as work experience, on-the job training and relevant tax credits when relevant and appropriate to assist BUSINESS with recruiting efforts. Specifications and cost for such incentives will be mutually agreed upon by the BUSINESS and the Durham JobLink set forth in a separate agreement.
- C. Job openings to be filled by internal promotion from BUSINESS current workforce need not be referred to the Durham JobLink for referral and placement.

III. REFERRAL

- A. Once potential applicants are identified by JobLink, those individuals will be asked by the Durham JobLink to apply for positions through application means stated by BUSINESS. If BUSINESS states individuals are to apply through BUSINESS website, the Durham JobLink will refer individuals only upon receiving confirmation from individuals that they have applied through BUSINESS website.
- B. Upon receipt of application confirmation, the Durham JobLink will provide names of applicants via email to BUSINESS and applicants will be considered referrals from the Durham JobLink.

IV. PLACEMENT

- A. The Durham JobLink will make every reasonable effort to refer qualified applicants for each job opening. The Durham JobLink shall attempt to place a percentage of the BUSINESS' openings commensurate with the number of applicants within the given occupational areas of the positions being recruited.
- B. BUSINESS has no obligation to hire the referred candidates but pledges to review all qualified resumes referred to BUSINESS by the Durham JobLink until such time either the position is filled, BUSINESS determines there are no qualified persons, there is no longer a need for the position, or the position need changes. BUSINESS agrees to interview Durham JobLink referrals from email list if BUSINESS determines such referrals are qualified for the position. This process is referred to as a "good faith" effort by BUSINESS.

V. REPORTING

BUSINESS shall deliver to the City a quarterly report within 45 days after the close of the preceding calendar quarter that reflects the following information for the immediately preceding calendar quarter:

- 1. Job openings during quarter

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2. Number of hires during the quarter
3. Number of jobs and job openings from jobs listed with the Durham JobLink
4. Number of referrals received from the Durham JobLink
5. Number of referrals from the Durham JobLink that were interviewed
6. Number of hires from the Durham JobLink referrals
7. Types of Positions Listed with Durham JobLink Per Quarter
8. Quality of Referrals Received from Durham JobLink per Quarter (Satisfactory, Unsatisfactory, NA. If unsatisfactory feedback is requested)
9. Reports should be comprehensive and cumulative for the duration of the contract. Reports should indicate timeframes for quarters represented and should reflect quarterly and cumulative totals for relevant data.

VI. AGREEMENT MODIFICATIONS

- A. If, during the term of this Agreement, BUSINESS should transfer possession of all or a portion of its business concerns affected by this Plan to any other party by lease, sale, assignment, merger, or otherwise, BUSINESS as a condition of transfer shall:
1. Notify the party taking possession of the existence of BUSINESS' contractual agreement concerning this Plan, and that full compliance with this Plan is required of the party taking possession.
 2. BUSINESS shall, additionally, advise the Durham JobLink within seven (7) business/calendar days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

Dated this _____ day of _____ 20 _____

Signature Durham JobLink Representative

Signature of Business Representative

Printed Name of Durham JobLink Representative

Printed Name of Business Representative

Name of Business

Address

Telephone

Email Address